

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

FILED

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POET PLANT MANAGEMENT, LLC, *
f/k/a BROIN MANAGEMENT, LLC; POET * CIV. 07-4116
RESEARCH, INC., f/k/a BROIN AND *
ASSOCIATES, INC.; and POET DESIGN *
AND CONSTRUCTION, INC., f/k/a *
BROIN RESEARCH, INC., *
*
Plaintiffs, *
* PERMANENT INJUNCTION AND
vs. * JUDGMENT OF DISMISSAL
*
ANTHONY A. SIMPSON, *
*
Defendant. *

The above-named parties have reached a settlement agreement contemplating the entry of a permanent injunction by this Court and a judgment of dismissal. This Court had entered a Temporary Restraining Order enjoining certain conduct of Defendant previously. The parties agreed to a continuation of the Temporary Restraining Order during the pendency of the case. This permanent injunction and judgment of dismissal is entered for good cause shown. It is

ORDERED, ADJUDGED AND DECREED that Defendant Anthony A. Simpson is enjoined from working for Ethanex Energy, Inc., or any entity owned or controlled directly or indirectly by ETHANEX in any capacity and from engaging, working, or being employed in the same business as that of POET Plant Management, LLC within the United States until August 19, 2008, at noon central standard time. It is

ORDERED, ADJUDGED AND DECREED that if Defendant Anthony A. Simpson accepts employment with an employer that produces or plans to produce ethanol or manages or plans to manage an ethanol plant other than Ethanex prior to August 19, 2008, before starting such employment, Defendant shall provide Plaintiffs in writing with the name, location, and business of the employer, as well as his job title and anticipated job duties. It is

ORDERED, ADJUDGED AND DECREED that Simpson shall return all property, documents and information obtained from or belonging to any of the Plaintiffs or their affiliates within five (5) business days of this Order. It is

ORDERED, ADJUDGED AND DECREED that Simpson shall not use, disclose, or publish any confidential information as defined in the Confidential and Non-Disclosure Agreement signed by Simpson and dated November 11, 2006, subject to the terms and conditions of the Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement") signed by the parties. It is further

ORDERED, ADJUDGED AND DECREED that the Temporary Restraining Order has expired and that the surety posted by the Plaintiffs in connection with the entry of the Temporary Restraining Order may be released back to the Plaintiffs. It is further

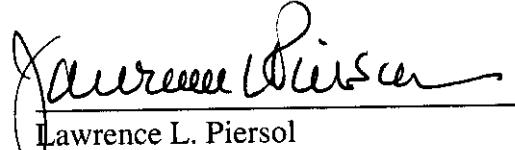
ORDERED, ADJUDGED AND DECREED that the case and all claims in the case are dismissed on their merits and with prejudice, without taxation of costs to any party. It is

ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction over this matter to the extent necessary to this permanent injunction and the Settlement Agreement and the dismissal of this case does not affect enforceability of this Permanent Injunction and does not prohibit re-opening of the case, if necessary, to enforce the terms of this permanent injunction or the Settlement Agreement. It is finally

ORDERED, ADJUDGED AND DECREED that the Protective Order submitted to the Court on October 26, 2007, is hereby approved and adopted by the court.

Dated this 4th day of February, 2008.

BY THE COURT:



Lawrence L. Piersol
United States District Judge

ATTEST:

JOSEPH HAAS, CLERK

BY: Sally Maguire
DEPUTY